

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER A52D5043151004		PAGE 1 OF 50	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911KF-05-Q-0049	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME BETH H. HOWARD		b. TELEPHONE NUMBER (No Collect Calls) 256 235-4256		8. SOLICITATION ISSUE DATE 14-Dec-2004	
9. ISSUED BY DOC-ANNISTON ARMY DEPOT DIRECTORATE OF CONTRACTING 7 FRANKFORD AVENUE ANNISTON AL 36201-4199 TEL: FAX: 256 235-4618		CODE W911KF		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 334519 SIZE STANDARD: 500 EMP		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO ANNISTON ARMY DEPOT SEE SCHEDULE ANNISTON AL TEL: FAX:		CODE W31G1Y01		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL: FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Ronald L. Harter</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Ronald L. Harter, Vice Pres.		30c. DATE SIGNED 26 Jan 2005		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 50
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY (Print)			
			42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

NOTES

NOTE: CONTRACTOR MUST PROVIDE A INSTALLATION PLAN 270 DAYS AFTER DATE OF AWARD. CONTRACTOR SHOULD BE PREPARED TO STORE UNIVERSAL HYDRAULIC TEST STAND AT THEIR OWN FACILITY UNTIL SUCH TIME AS BUILDING 117 TO COMPLETE WITH RENOVATIONS. CONTRACTOR WILL BE NOTIFIED 30 DAYS PRIOR TO COMPLETION OF RENOVATIONS TO ARRANGE SHIPMENT. CONTRACTOR SHOULD NOT SHIP UNIVERSAL HYDRAULIC TEST STAND UNTIL CONTRACTOR IS PREPARED TO BEGIN INSTALLATION. CONTRACTOR WILL NOTIFY ANNISTON ARMY DEPOT 14 CALENDAR DAYS PRIOR TO SHIPMENT. CONTRACTOR WILL THEN HAVE 30 DAYSTO COMPLETE INSTALLATION AND TEST STAND ACCEPTANCE REQUIREMENTS PER PARAGRAPH 4.2 IN THE SPECIFICATIONS.

Note # 1 : Offer must be submitted electronically, reference clause 52.000-4706 Electronic Submission of Offers.

Note # 2 : Submit Past Performance information in accordance with clause 52.000-4708, entitled, "Past Performance Proposal and Evaluation Informtion."

Note # 3 : Submit Technical Literature as indicated in 52.214-4803, entitled, "Technical Literature (Oct 93)."

Note # 4 : SITE VISIT: Only one site visit will be conducted. For site visit information please see local clause, 52.237-4710, entitled, "Site Inspection Arrangements."

Note # 5 : The following documents are incorporated as part of this solicitation: (1) Specifications; (2) Personal Data Questionnaire Form 380-2; (3) Evidence of Authority to Sign Offers; (4) Contractor Request for Waiver Non-EPA items; (5) EPA Guideline Items; (6) Contractor Affirmative Procurement Report Form; (7) DD Form 1423; (8) DD Form 1664; (9) Technical Evaluation Plan.

Note # 6 : COR. Contracting Officer's Representative (COR) for this Contract is:

Paul McCain
Anniston Army Depot
Attn: AMSTA-AN-DEQ
7 Frankford Ave, Bldg. 106
Anniston, AL 36201-4199

Note # 7 : Contractor must accept Government Smart Pay Visa Credit Card or provide their electronic funds transfer address. Contractors must be registered in the Central Contractor Registration (CCR) Program before an award will be issued. COMPLETE THE FOLLOWING INFORMATION AND INCLUDE WITH ANY OFFER.

Accept VISA? Yes X No _____

If no, EFT address: _____

Federal Tax Identification Number: 11-1638929
Dun & Bradstreet Number (DUNS): 00-205-0177
CAGE Code: 96362

Central Contractor Registration: Yes X No _____ Expiration Date: 5 March 2005

Vendor Contact Information: POC Gerald Clark
Telephone: (631) 244-6255
FAX: (631) 244-6216
Email: gclark@dtb.com

Note #8 : AUTHORIZED BUYERS. Any warranted Contracting Officer at the Anniston Army Depot whose warrant authorizes purchases of this type and dollar magnitude is authorized to purchase under this Contract.

Note #9 : SUBJECT TO AVAILABILITY OF FUNDS.

Note #10 : The contractor shall comply with Resource Conservation and Recovery Act (RCRA) affirmative procurement (or 'buying recycled') requirements by giving preference in their purchasing process to products and practices that promote recycling and other environmentally friendly practices. The contractor is also responsible for insuring that all sub-contractors comply with ap requirements. Except as specifically waived in writing, for reasons of price, performance or availability, any products in the attached EPA guideline items list provided by the contractor as part of the performance of this contract must meet the minimum percentage levels of recovered materials as specified to these standard contract terms and conditions. Please refer to the attached EPA list of designated recovered materials content products (attached). On completion of work, contractor shall submit to the COR or Contract Administrator a completed "affirmative procurement reporting form" (attached) for actions taken under that specific order.

The contractor shall submit the attached "contractor request for waiver for non-EPA comprehensive guideline items" (attached) as written documentation to support the decision not to acquire items meeting the minimum content levels, based on one of the three justifications below:

- a. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available at a reasonable price.
- b. The product is not available within a reasonable period of time.
- c. The product does not meet the performance standards in applicable specifications or fails to meet reasonable performance standards of the agency.

See FAR clauses 52.223-4 and 52.223-9 for further guidance.

NOTE #11 : Completion time includes delivery, installation, successful testing, training and clean-up.

MANDATORY NOTE: CCR REGISTRATION. PLEASE REVIEW THE ACCURACY OF YOUR CENTRAL CONTRACTOR REGISTRATION (CCR) INFORMATION. THE DEPARTMENT OF DEFENSE WILL BEGIN USING A NEW REPORTING SYSTEM IN FISCAL YEAR 2005. THE SYSTEM WILL AUTOMATICALLY

PULL INFORMATION FROM THE CCR. IT IS IMPERATIVE THAT THE INFORMATION FOR YOUR COMPANY IS CORRECTLY RECORDED. AWARDDING OF A CONTRACT TO A PARTICULAR COMPANY COULD BE IMPACTED BY THE INFORMATION FOUND AT THE CCR.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Each	\$337,798.00	\$337,798.00

Universal Hydraulic Test Stand
FFP

FURNISH AND INSTALL MULTIPURPOSE HYDRAULIC COMPONENT
TEST STAND IN STRICT ACCORDANCE WITH THE ATTACHED
SPECIFICATIONS.

\$337,798.00

PURCHASE REQUEST NUMBER: A52D5043151004

NET AMT

NOTE: USING CLOSED LOOP COOLING SYSTEM

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ALTERNATE PROPOSAL	1	Each	\$299,500.00	\$299,500.00

FURNISH AND INSTALL MULTIPURPOSE HYDRAULIC
COMPONENT TEST STAND

SPECIFICATION USING ONCE THROUGH WATER COOLING SYSTEM

\$299,500.00

FOB: Destination

ALTERNATE NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					

MANUALS
FFP

COMMERCIAL OFF-THE-SHELF MANUALS - 4 ELECTRONIC COPIES OF
ALL DOCUMENTATION AND MANUALS ON COMPACT DISCS (CD-
ROMs). ELECTRONIC COPIES OF DOCUMENTATION SHALL BE IN
MICROSOFT OFFICE FORMAT (WORD, EXCEL) OR ADOBE PORTABLE
DOCUMENT FORMAT (PDF). DRAWINGS AND SCHEMATICS MAY BE
PROVIDED IN PDF, AUTOCAD (.DWG) OR MICROSTATION (.DGN)
FORMAT. ALL WILL BE IN ACCORDANCE WITH SPECIFICATIONS, DD
FORM 1664. "NOT SEPARATELY PRICED (NSP)".

NSP

NET AMT

FOB: Destination

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	29-APR-2006	1	ANNISTON ARMY DEPOT SEE SCHEDULE ANNISTON AL FOB: Destination	W31G1Y01
0002	29-APR-2006		(SAME AS PREVIOUS LOCATION) FOB: Destination	W31G1Y01

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	OCT 2003
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.223-4	Recovered Material Certification	OCT 1997
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-18	Availability Of Funds	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.212-7000	Offeror Representations and Certifications- Commercial Items	NOV 1995
252.225-7013	Duty-Free Entry	JAN 2004

CLAUSES INCORPORATED BY FULL TEXT

52.0000-4000 DISCLOSURE OF UNIT PRICE INFORMATION

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23, 1987), of our intention to release unit prices in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such posting prior to submission of initial proposals.

(End of clause)

52.000-4055 NOTICE OF CONTRACT MANAGEMENT

Notwithstanding the Contractor's responsibility for total management responsibility during the performance of this Contract, the administration of the Contract will require maximum coordination between the Government and the Contractor. Upon award of a Contract, the Contracting Officer will appoint a Contracting Officer's Representative as his point of contact.

(a) Contracting Officer's Representative

A COR will be appointed by the Contracting Officer to monitor the Contract for technical compliance and to assist with Contract Administration. The precise responsibility and authority of the COR will be explained in his letter of appointment. The Contractor will be provided a copy of the COR appointment letter.

(b) Contracting Officer

The Contracting Officer is responsible for and will manage all Contract Administration. Accordingly, all communication pertaining to Contract Administration shall be addressed to the Contracting Officer.

52.0000-4200 PLACE AND METHOD OF DELIVERY

All methods of shipment, except rail, will be made to the following address:

ANNISTON ARMY DEPOT
CENTRAL RECEIVING POINT (CRP) BUILDING 513
7 FRANKFORD AVE
ANNISTON, AL 36201-4199

MARKED FOR: CRP – BLDG 513
W911KF-05-

Rail Shipments:

TRANSPORTATION OFFICER
ANNISTON ARMY DEPOT
BYNUM, AL 36253

MARKED FOR: W911KF-05-

(End of clause) December 2004

52.000-4307 SUBMISSION AND PAYMENT OF INVOICE

In consideration of satisfactory performance of the services rendered under this contract, payment will be made to the contractor for work completed upon submission of one copy of a properly completed invoice to the following address:

ANNISTON ARMY DEPOT

7 FRANKFORD AVENUE
BUILDING 221, BETH HOWARD
ANNISTON, AL 36201

Payment will be made by credit card or Defense Finance Accounting Service located at:
Operating Location Rock Island, IL
Phone 309 782-9101
FAX 309 782-9997

(End of clause) Updated August 2004

52.0000-4404 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This requirement is only applicable to the Contractor when the Contractor has employees working on the Anniston Army Depot.

1. All contractors are responsible for obtaining/returning identification badges and/or vehicle decals required for the term of the contract or release of employee (see paragraph 2 on release of Contractor employee). See Local Rules and Regulations clause. All Contractor employees meeting with Government employees or attending meetings at Anniston Army Depot (ANAD) shall, at the beginning of the meeting, announce to all other attendees that they are Contractor employees, employed by (Name of Contractor/address), and the name of all other companies or individuals that currently employ them or that the Contractor employee currently represents. In addition, Contractor employees shall wear visible insignia that readily displays their company's name. This may be in the form of a hat or clothing bearing a company logo, a badge, etc. Also, all Contractor employees must identify themselves as Contractor employees when answering Government telephones, working in situations where their actions could be construed as official Government acts, and include the company's name in his or her email display.

(a) If the Contractor requires computer access for completion of the contract, Contractor shall provide a written request to Directorate of Contracting; the COR will provide the Security Investigation Information or Letter of Clearance to the Personnel Security Office, Directorate of Law Enforcement and Security, ten (10) days prior to the requirement for computer access. If Contractor employees depart Anniston Army Depot **prior to completion of contract**, written notice must be made to Directorate of Contracting and Directorate of Information Management. At the completion of the contract, written notice must be given to Directorate of Contracting AND Directorate of Information Management before final payment will be made.

(b) Contractor must provide written notice to Directorate of Contracting AND Directorate of Law Enforcement and Security when Contractor employees are terminated **before completion of contract**. Written notice shall be provided to the Directorate of Contracting and Directorate of Law Enforcement and Security (DLES) by the Contractor when the contract is complete.

2. Badges and vehicle decals should be returned when they expire at the end of the contract or upon employee termination, whichever comes first. When the contract number under which the badge was obtained is completed (date of last delivery or performance of last service), including any exercise of an option pursuant to the terms of the contract, the Contractor shall return the badges for all employees and vehicle decals to the DLES and obtain a receipt for each within three (3) business days after ending date of contract. Contractor shall provide written notice to Directorate of Contracting, Directorate of Information Management (when access to Government computers required), and DLES when Contractor employees are terminated before the completion of the contract.

3. Failure to comply with the requirement in Paragraph 2 will be grounds for withholding any funds due the Contractor until badges are returned or paid for, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to Contractor past performance in connection with award of future contracts to the firm.

4. If the Contractor obtains a new or follow-on contract for work at ANAD, Contractor shall obtain new badges for each employee indicating on the request the new or follow-on contract number and comply with the above. This paragraph does not apply under options.

5. Non-Disclosure Agreement: If access to nonpublic information is required, the Contractor and each Contractor employee working on ANAD shall sign a non-disclosure statement on their company's letterhead prior to commencing work under the contract or obtaining the badges required by Paragraph 1 above. There will be one non-disclosure statement for each employee. The non-disclosure statement shall be worded as stated in Paragraph 7 below.

6. The COR/Government POC shall coordinate the Contractor's badging process (schedule appointments with DLES, etc.). The Contractor shall furnish (before initiating work under the contract) two copies of the non-disclosure statement for each Contractor employee to the COR/Government POC. The COR/Government POC shall maintain one copy and provide one copy to the Administrative Contracting Officer for inclusion in the official contract file.

7. Before any non-government employee can be given access to nonpublic information covered by the non-disclosure agreement, there must be a written agreement between the recipient Contractor and the owner of the proprietary information. A copy of this agreement must be made a part of the contract file.

Format for
CERTIFICATE OF NON-DISCLOSURE

I, _____, an employee, authorized representative, and agent of _____, a contractor (hereinafter RECIPIENT) providing support services to Anniston Army Depot (hereinafter ANAD), and likely to have access to nonpublic information under contract number _____, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to ANAD under contract; and

WHEREAS it is the intention of ANAD to protect and prevent access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and

WHEREAS ANAD acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and

WHEREAS RECIPIENT may be given or otherwise have access to nonpublic information while providing such services; and

WHEREAS "nonpublic information" includes such information as proprietary information (e.g., information submitted by a contractor marked as proprietary), information marked as having restrictions on its use (e.g., data having "limited rights," "restricted rights" or "Government purpose license rights" legends), information having Distribution Statements thereon per DoDD 5230.24, advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by ANAD under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT/AGENT: _____ (signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER/PRINCIPAL: _____

(End of clause) Updated March 2003

52.000-4408 INSTALLATION SECURITY

The Anniston Army Depot (ANAD) is currently operating on a heightened state of security awareness and enforcement due to possible terrorist threats. Due to this heightened state of security, it is imperative that no unauthorized materials of any type be brought onto or left unattended on the installation. For this reason the Contractor must have a process in place to receive and store materials and have visibility of the location of those materials at all times while on ANAD. This includes construction materials, equipment, and miscellaneous items. This visibility/accountability of materials applies to the Contractor, its subcontractors, and its material suppliers.

Further, all Contractor, subcontractor, and material supplier employees are prohibited from bringing personal belongings of any nature onto the installation if such items are to be left unattended at any time.

The Contractor is further required to have a plan of action for implementing these procedures and must submit it to the Contracting Officer upon request. This plan of action must include a provision for informing all employees and subcontractors of these procedures. The plan of action must also address monitoring and procedures the Contractor has in place to ensure compliance with this contractual provision.

Should the Contractor fail to comply with this mandatory contractual provision, the Contractor may be held responsible for all direct and indirect cost incurred by the Government in identifying, securing, segregating, removing, and otherwise properly disposing of improper or abandoned materials/equipment.

(End of clause)

52.000-4702 AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103.

Send protests (other than protests to the contracting officer) by U. S. Postal Service to:

HQ Army Materiel Command
Office of Command Counsel
9301 Chapek Rd, Room 2-1SE3401
Fort Belvoir, VA 22060-5527

Facsimile number (703) 806-8866/8875

Packages sent by Federal Express or UPS should be addressed to:

HQ Army Materiel Command
Office of Command Counsel
Room 2-1SE3401
1412 Jackson Loop
Fort Belvoir, VA 22060-5527

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available, contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of provision) Updated August 2004

52.000-4706 ELECTRONIC SUBMISSION OF OFFERS

All responses to this solicitation must be submitted in digitized format. Paper copy responses will not be accepted. You may submit your response to Anniston Army Depot (ANAD) using email (only to acqnet@anad.army.mil) or fax your offer to our fax modem at telephone number 256 235-4618. Offers submitted using any other means will not be accepted. If format is other than Microsoft Word, Microsoft Excel, Microsoft Access, Microsoft PowerPoint, or Portable Document Format (PDF), a "reader" must be provided. Offeror must insure its offer, in its entirety, reaches the Directorate of Contracting, Anniston Army Depot, before the time set for opening or closing of the solicitation.

Any clauses or provisions of this solicitation which mention writing, returning, or submission of offer will mean electronic submission as stated in the paragraph above.

Electronic offers must identify the solicitation and the opening/closing date, and include, as a minimum, the following:

- a. The SF33/SF1449/SF18/SF1442 filled out and signed.
- b. All applicable fill-in provisions from the solicitation must be completed.
- c. Any other information required by the solicitation.

Lateness rules are outlined in the solicitation.

If you choose to password-protect access to your offer, you must provide the password to ANAD before the opening or closing date. Contact the buyer identified on the cover page of this solicitation to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable." See Federal Acquisition Regulation 14.406 or 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

Any bid bond required by this solicitation must be submitted with offer in the above mentioned electronic format. Also, the properly completed original bid bond must be furnished to the Directorate of Contracting, Anniston Army Depot, 7 Frankford Ave, Anniston, AL 36201-4199, prior to the opening or closing of the solicitation.

52.0000-4708 PAST PERFORMANCE PROPOSAL AND EVALUATION INFORMATION

1. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.
2. Offeror shall submit with proposal the information listed below for RELEVANT PAST PERFORMANCE ON THREE (3) CONTRACTS performed within the past three (3) years prior to closing of this solicitation. For services, contractor shall have performed under each contract for a minimum of one (1) year within the past three (3) years. Each contract cited may be ongoing or complete provided it meets the one year performance criteria. For equipment or supplies, contractor shall have completed each contract within the past three (3) years.
3. For each contract, provide:
 - a. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal government and agencies of state and local governments.
 - b. Name of contracting activity/commercial firm.
 - c. Contract Number.
 - d. Contract type (fixed price or cost reimbursable).
 - e. Total contract value.
 - f. Description of work/NSN, Part Number, Nomenclature.
 - g. Contracting officer/contract manager, telephone number, and email address.
 - h. Administrative contracting officer, if different from g. above, telephone number, and email address.
 - i. A brief summary of work performed under each contract cited.
 - j. Explanation of why contract or subcontract is considered relevant to proposed acquisition. If only a portion of cited contract is relevant, include in your explanation.
 - k. Information on problems encountered on the contract and actions taken to correct problems identified.

4. If offeror proposes use of major subcontractor(s) in performance of resultant contract, provide a description of the work to be performed by each major subcontractor and the information specified above for each subcontractor identified as relevant to the work to be performed by the subcontractor.
5. "Relevant past performance" is defined as performance similar in nature and in scope to work required by this acquisition. The government will screen contract information provided by offeror and will remove from consideration those contract references that are clearly unrelated to the type of effort sought.
6. The government will consider this information in its evaluation of performance risk for offeror and proposed major subcontractors. The government will make a reasonable effort to consider information on the contracts cited for offeror and for each major subcontractor.
 - a. The government reserves the right to evaluate fewer than three (3) contracts for any contractor should we be unsuccessful in obtaining required information from sources cited. In that case, contractor (or subcontractor) will be evaluated on the information available.
 - b. Should the government receive information on more than three (3) contracts, selection of those to be considered in evaluation will be based on the criteria stated previously.
7. The government reserves the right to consider information from other sources in its evaluation.
8. See separate evaluation clause for specific factors, rating criteria, and relative importance of past performance evaluation for this acquisition.

(End of provision) Updated August 2003

52.000-4802 NOTICE OF F.O.B. DESTINATION

All offers on this solicitation are requested on an F.O.B. Destination basis.

52.211-4202 TIME OF DELIVERY

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS AFTER DATE OF CONTRACT
0001	1	365 CALENDAR DAYS
0002	NSP	365 CALENDAR DAYS

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. The Government reserves the right to award under either the

required delivery schedule or the proposed delivery schedule. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN CALENDAR DAYS	
		AFTER DATE OF CONTRACT	
0001	1	_____	Calendar Days
0002	NSP	_____	Calendar Days

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding one working day if the award is transmitted electronically. The term "working day" excludes weekends and U. S. Federal holidays.)

End of clause Updated June 2004

52.211-4401 LOCAL RULES AND REGULATIONS

(a) Identification Badges and Vehicle Decals: The following requirements apply to all contractors working inside the Controlled Area of Anniston Army Depot.

(1) Contractors are required to secure, and wear at all times, employee identification badges for all employees who must enter the Anniston Army Depot (ANAD) to engage in contract work. Badges must be secured before an employee will be allowed entry onto the depot. Contractors that are non-US citizens must be escorted by depot personnel with the proper security clearance. Emergency badges will be issued on a case-by-case basis. Vehicle decals must be obtained for all Contractor vehicles entering ANAD. These badges and decals may be obtained from the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. No charge is made for badges if they are returned. Contractors will be charged twenty-five dollars (\$25.00) for each badge issued to replace lost badges or badges damaged through carelessness, negligence, or misuse. All persons to be badged shall present a PHOTO identification from one of the following sources:

1 - State driver's license

2 - State identification card

3 - Federal, municipal, or school identification card bearing a seal and the following information: photo, name, social security number, date of birth, and physical description

NOTE: A social security card is not a photo identification and will not be accepted as proper identification. Employee identification cards issued by the Contractor will not be accepted. The Director of Law Enforcement and

Security (DLES) will reject any identification presented which is altered, not issued by one of the above identified agencies, or otherwise questioned regarding validity.

(2) Contractors shall submit the name of a point of contact responsible for security requirements through the Contracting Officer to the Chief, Security Management Division, DLES, upon notification of contract award.

(3) Ten calendar days prior to the date Contractor employee will begin work in the controlled area of ANAD (within the gates), a Personal Data Questionnaire/Privacy Act Statement (SIOAN Form 380-2) must be completed and signed for each employee. The form authorizes ANAD to conduct a local background check for any criminal record or questionable reliability. No contractors or employees will be issued a badge without a favorable local background check. SIOAN Forms 380-2 may only be submitted for persons who are current employees of the Contractor or who hold a letter of intent to hire issued by the Contractor. Forms will be submitted to the Badge and Vehicle Office, Building 367, located at the main entrance to ANAD. **NO PRE-EMPLOYMENT LOCAL BACKGROUND CHECKS WILL BE CONDUCTED BY ANNISTON ARMY DEPOT.** The prime contractor is responsible for checking with the Badge and Vehicle Office, Building 367, phone number 256 235-6820, to ensure that employees have been cleared for entrance to ANAD.

(4) Also, at least ten calendar days before the Contractor expects to begin work on the installation, prime Contractor shall submit, on company letterhead, the name, social security number, date/place of birth, and citizenship of all persons entering ANAD to perform contract work for the prime and any subcontractors. Letter shall be submitted through the Contracting Officer to the Badge and Vehicle Office.

(5) Violation of any security or safety requirements will be grounds for immediate suspension of the individual's badge. DLES will notify the Contracting Officer when suspension actions are taken. The Contractor can appeal the suspension to DLES, who is the final adjudication authority of the individual's reinstatement or revocation of badge privileges.

(6) See clause entitled Identification of Contractor Employees for Contractor employees working on Anniston Army Depot.

(b) AMMUNITION LIMITED AREA. Yes [], No [XX] work to be performed in the Ammunition Limited Area (ALA). Contractors working within the ALA must abide by the above guidance plus the following additional requirements:

(1) The prime Contractor will be notified which persons are approved for access to the ALA. Contractor personnel who are denied access based on the local background check will have the right to appeal to the DLES. The Director's decision is considered the final action.

(2) No privately-owned vehicles (POV) are authorized in the ALA.

(3) Contractor-owned, rented, or leased vehicles which are construction-type (i.e., pickup trucks, dump trucks, etc.) may be authorized within the ALA upon being inspected and registered with ANAD. **ALL VEHICLES AND PERSONS SHALL BE SEARCHED UPON ENTERING AND EXITING THE ALA.**

(4) Contractor vehicles may not remain overnight within the ALA without obtaining permission from DLES and by disabling the vehicle (by removing the battery or some other method approved by DLES).

(5) No alcohol, photographic equipment, firearms, flame producing devices (to include lighters and matches), or other items prohibited by safety requirements are permitted within the ALA.

(6) All damages caused by the Contractor to security lighting, fencing, intrusion detection systems, security telephones, or any other security equipment will be repaired immediately at the Contractor's expense by the Contractor. Normal contract work will not resume until the security equipment is returned to normal.

(c) CHEMICAL LIMITED AREA. Yes [], No [XX] work to be performed in the Chemical Limited Area (CLA). Contractors working within the CLA are required to adhere to all of the requirements of paragraph (a) and (b) above plus the following requirements:

(1) Contractors entering the CLA on a temporary entry control roster are required to attend a safety briefing. The safety briefing, approximately 30 minutes in length, is an annual requirement. Contact DLES at 256 235-7578 to schedule this briefing.

(2) Contractors working within the CLA must be escorted by a member of the security force or an ANAD employee qualified to escort. Escorts remain with the Contractor the entire time the Contractor is within the CLA.

(3) The requirement for a security escort must be coordinated through the Contracting Officer to DLES two weeks in advance of initial required work date. The number of available escorts is limited, which may affect the amount of work area available to the Contractor each day.

(4) Escorts will be conducted with a "line of sight" being maintained at all times between the escort and the Contractor. This will limit the amount of distance one crew may spread out to perform work. Escorts may direct Contractor employees regarding the distance to travel from the escort.

(5) Contractors working within the CLA may be required to cease work and evacuate from the CLA up to six (6) times per year for exercises and/or emergencies. The duration of the cease work periods will vary, but normally they will not exceed 24 hours. These interruptions will be at no cost to the Government.

(6) Contractor work hours within the CLA will be normal ANAD duty days and duty hours. Contractors must depart the CLA 15 minutes prior to the end of ANAD's normal shift.

(d) Hours of Work:

WORK HOURS	RECEIVING HOURS	DAY(S) OF WEEK
7:00 AM - 4:30 PM	7:00 AM - 2:00 PM	Monday - Thursday
7:00 AM - 3:30 PM	7:00 AM - 2:00 PM	Every other Friday
CLOSED	7:00 AM - 2:00 PM	Every other Friday
CLOSED	CLOSED	Saturdays, Sundays, and Federal Holidays

(1) Federal Holidays. Federal holidays may cause the Depot to be closed for one or more of the work days identified. The contract performance period has taken this possibility into consideration.

(2) Shutdown Periods. The Government may choose to shutdown for a week or portions of a week as stated below. During this shutdown, and unless otherwise stated, only those Government personnel essential for equipment/facility maintenance will be permitted work.

4 th of July Holiday	Safety Stand-Down Day*
Christmas Holiday	Employee Appreciation Day*

*Safety Stand-Down Day and Employee Appreciation Day generally occur on a Friday (8-hour day). Safety Stand-Down Day consists of either two half-days occurring at six-month intervals or one full workday per year. Employee Appreciation Day generally occurs on a Friday (half of an 8-hour day) and is usually held in the afternoon. The Contractor's services may not be required during these periods. In such cases, the Contractor will be notified in writing by the Government. These interruptions will be at no cost to the Government.

(3) Schedule Changes. When situations warrant, the Government may change the hours of operation to adjust for certain conditions, i.e., weather conditions (extreme heat or cold). For example, during summer production,

shops may begin work at 6:00 am and leave work at 3:30 pm to avoid the afternoon heat. The Contractor shall be provided as much advance written notice as possible when these situations occur and will be expected to support any schedule change provided by the Contracting Officer.

(e) Traffic: The Contractor will be required to conform to Depot regulations concerning:

(1) Designated routes

(2) Parking regulations

(3) Insurance--See clause entitled "Insurance Requirements." The Contractor will also insure that all POVs brought on the installation are fully insured for minimum amount of personal injury and personal damage liability required by Federal Acquisition Regulation 28.307-2.

(f) Highway Barricades, Warning Signs, and Parking: The Contractor shall comply with Depot Regulation ANADR 190-5 and Manual on Uniform Traffic Control Devices, ANSI D6.1, Part VI, Latest Edition. Contractors are permitted to drive their vehicles inside buildings to load and unload supplies and equipment. However, when finished loading and unloading, the Contractor should move the vehicle outside to a designated parking space.

(g) Temporary Structures: The Contractor shall comply with Corps of Engineers Manual (EM) 385-1-1.

(h) Fire Prevention and Protection: The Contractor shall comply with all fire prevention measures prescribed in the installation fire prevention and protection regulation, a copy of which is on file in the office of the Contracting Officer. A written hot work permit shall be obtained from the installation fire department for use of any heat producing devices such as blowtorches, portable furnaces, tar kettles, or gas and electric welding and cutting equipment. The Contractor shall be liable for any fire loss to Government property attributable to negligence on the part of the Contractor, including failure to comply with fire prevention measures prescribed by the terms of this contract.

(i) Utilities: Government-owned and operated utilities are adequate for the needs and use of the Contractor as well as the Government. All reasonably required amounts of water and electricity are available to the Contractor without charge.

(j) Safety and Accident Prevention: In addition to contract clause entitled "ACCIDENT PREVENTION," FAR 52.236-13, which may be incorporated by reference, the provisions of AMCR 385-100, ANADR 385-1, Engineering Manual (EM) 385-1-1, and 29 CFR 1926/1910 shall be strictly adhered to. Contractors working in the CLA will be issued protective masks by the installation in accordance with ANAD Respiratory Screening Plan. The Contractor will be responsible for the reimbursement of the cost of any protective equipment damaged due to negligence, destroyed, or lost by contracted personnel. The referenced regulations and plan are available in the Safety Office for review by contractors.

(k) Vehicle Searches: All vehicles entering, moving throughout, and exiting ANAD are subject to random searches as directed by the Depot Commander.

(l) Land Use Control: Contractors who will be required to "disturb soil" in the performance of this contract shall review and strictly adhere to the Standard Operating Procedure for Land Use Control Implementation. The SOP is available in the Directorate of Risk Management, Building 1, for review by Contractors.

(m) Cellular telephones with built-in cameras are prohibited on this installation. If a cell phone with camera is found, that cell phone is subject to confiscation, and any violation may be punishable by fine or imprisonment or both.

(End of clause) Updated February 2004

52.211-4403 SPECIAL NOTICE TO CONTRACTOR

Final Payment on the contract will be held until contractor has properly cleared with the Security Control Office, the return of all security identification badges and vehicles registration.

(End of clause) December 2003

ADDENDUM TO FAR 52.212-1
INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS

52.212-1 (b) (1) THROUGH (10) IS CHANGED TO READ AS FOLLOWS:

1. Complete and return (electronically) one entire copy of solicitation package.
2. Submit Firm Fixed Prices in Schedule of Supplies/Services.
3. Review required delivery schedules in clauses entitled "Time of Delivery" and consider giving expedited delivery schedule.
4. Complete all Representations and Certifications in clauses 52.212-3 and 252.212-7000, entitled "Offeror Representations and Certifications—Commercial Items."
5. Provide evidence of signer's authority to bind the company as stated in paragraph entitled "Signature Authority."
6. Telegraphic and telephonic offers are not authorized. See clause entitled "Electronic Submission of Offers" for submission instructions.
7. Acknowledge all, if any, amendments issued against this solicitation. Acknowledgement of amendments issued prior to quotation closing date must be received in the Directorate of Contracting prior to quotation closing date and time. Acknowledgement of amendments will not be acceptable by telephone or telegraph. Offeror shall use procedures at clause entitled Electronics Submission of Offers for submission of any acknowledgement of an amendment.
8. Provide technical literature as described in clause entitled "Technical Literature." As part of the package please submit the following:
 - (a) The vendor shall state at time of quotation either "EXCEPTION" or "NO EXCEPTION" to each and every paragraph of the SPECIFICATIONS AND SCOPE OF WORK. Where exception is taken, the degree of noncompliance shall be fully explained. The bid shall clearly indicate any exceptions to, or alternatives to, every part of this specification. Bids shall be arranged similar to this specification and shall reference paragraph numbers for ease of analysis and discussion, if the Government determines discussion to be necessary.
 - (b) Proposals shall include catalogue pictures, drawings, literature, specifications, installation data and additional information, as applicable, to completely describe the system and its controls, instrumentation, performance, installation, warranty details and training procedures proposed to meet the requirements of this specification.
 - (c) The proposal shall state detailed space requirements for equipment.
 - (d) If this specification leaves out any requirements or component parts that would cause the total system to not function properly, manufacturer shall provide such items. If special tools or tooling are required to operate the system, manufacturer shall provide such tools or tooling.
 - (e) As part of the bid package, manufacturer shall provide a description of all utilities (air, electric, etc.) required for the proper operation of the system. This list shall describe the total system requirements as well as break out of the requirements of the significant components.

(f) As part of the bid package, manufacturer / supplier shall provide a description of all utilities (air, electric, etc.) required during the installation of the system.

9. Furnish copy of Warranty with quotation.

10. Provide past performance information as described in clause "Past Performance Proposal and Evaluation Information" if that clause is included in this solicitation.

ADDENDUM TO 52.212-1c is changed as follows:

Change 30 calendar days to 90 calendar days. The remainder of this paragraph remains the same.

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2004)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if

later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Experience
2. Past Performance
3. Price

Both Technical and Past Performance are trade-off factors. Technical Experience is slightly more important than Past Performance and Past Performance is slightly more important than price. All Evaluation Factors, when combined are significantly more important than Price. Price will be evaluated on reasonableness.

The technical evaluation will consist of two parts: A Met/Not Met and a Trade-Off Evaluation. The trade-off will consist of the following technical factors:

- (1) Cooling System, if required:
 - (a) A "Good" for a once-through Water Cooling System
 - (b) A "Excellent" for Closed Loop Cooling System/No Cooling Required
- (2) Warranty Period:
 - (a) A "Good" for One-Year Warranty Period
 - (b) An "Excellent" for Two-Year Warranty Period

Past Performance will be rated as either, Poor, Good Excellent, or Neutral. Past Performance sub-factors include (1) Quality-Conformance to specifications, (b) Delivery=Adherence to delivery schedule, (c) Response to request for maintenance/repair, and (d) Availability of spare parts.

NOTE: Offers with no relevant past performance will receive a neutral rating (No Rating).

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2004) ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

 X TIN: 11-1638929

 TIN has been applied for.

 TIN is not required because:

 Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

 Offeror is an agency or instrumentality of a foreign government;

 Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

 Sole proprietorship;

 Partnership;

 X Corporate entity (not tax-exempt);

 Corporate entity (tax-exempt);

 Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☒ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it (☒) is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it (☒) is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Revenue column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☒ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f)

and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ~~X~~) has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (X) has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ~~X~~) has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAn 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act-- Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

 (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

ADDENDUM TO FAR 52.212-4 (o), Warranty, is changed in its entirety to read as follows:

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR

52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

XX (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I (MAR 1999) to 52.219-5.

___ (iii) Alternate II to (JUNE 2003) 52.219-5.

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

XX (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

X (21)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

___ (22) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (23)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (24) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

XX (25) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (26) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

___ (27) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

____ (28) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (29) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (30) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (31) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX (32) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (34)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes

clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.214-4705 SIGNATURE AUTHORITY

(a) The individual signing this offer must have authority to bind the offeror to a contract. FAR 4.102(a) through (e) require that the contracting officer have specific evidence of the signer's authority to bind the offeror. This evidence of authority is a condition that must be met before the contracting officer can execute any contract resulting from this solicitation.

(b) Offerors must provide evidence, appropriate to their business category, of the signer's authority to bind them on a contract. This evidence may be:

(1) Furnished as an attachment to its offer; or

(2) Identified in its offer by specific reference to an earlier offer submitted to this buying office within the past 12 months, where the signer's authority was confirmed by attachment to that offer; or

(3) Furnished upon receipt of a specific request for the information from the contracting officer. (Note that, per FAR 52.214-12(b) and 52.215-13(b), agents signing on behalf of another offeror must provide evidence of their authority per (b)(1) or (2) above.)

52.214-4803 TECHNICAL LITERATURE (OCT 1993)

(a) With offer, the offeror shall furnish technical literature that has been used to market the proposed equipment. The technical literature will be used to technically evaluate the offers and shall show that the proposed equipment meets the requirements of the specification, specifically the technical features shown below:

1. A technical evaluation will be performed on all proposals for the Universal Hydraulic Test Stand. The technical evaluation will consist of two parts: a met/not-met evaluation and a trade-off evaluation.
2. With offer, the offeror shall furnish technical literature that has been used to market the proposed equipment and/or service. The technical literature will be used to technically evaluate the offers and shall show that the proposed equipment meets the minimum requirements of the specification, specifically the technical features shown below:

Section C - DESCRIPTION/SPECS/WORK STATEMENT:

Paragraph 3.1 Subsystems
 Paragraph 3.4.6 Fluid temperature control
 Paragraph 3.4.11 Cooling system
 Paragraph 7.0 Operation, maintenance and calibration training proposed

3. The features required above to be shown in the technical literature are necessary to determine the offeror's technical acceptance. If the offeror's preprinted literature does not show all these features, the offeror may attach a letter or supplemental information to the literature describing those required features. All literature and supplemental information shall be in the US Customary System of Measurements and in the English language.
4. The failure of technical literature to show that the product and/or service offered conforms to the minimum requirements of this solicitation may require rejection of the offer.
5. Secondly, a trade-off evaluation will be performed to determine if the proposed test stand meets the minimum requirement or preferred capability for each of the two technical factors listed in Table 1 below.
6. The technical evaluation rating will be considered slightly more important than past performance, and past performance will be considered slightly more important than price for purposes of contract award.

Table 1.
Universal Hydraulic Test Stand
Technical Trade-Off Factors

Technical Factor (Specification Reference)	Minimum Requirement (Good)	Preferred Capability (Excellent)
---	-------------------------------	-------------------------------------

Cooling System, if required (Specification Paragraph 3.4.11)	Once-through Water Cooling System	Closed Loop Cooling System/No Cooling Required
Warranty Period (Specification Paragraph 8.1)	One-Year Warranty Period	Two-year Warranty Period

7. Provide a list of five (5) vendors that you have serviced with this type of furnish and installation within the past three (3) yeears prior to closing of this solicitation. We reserve the right to request proof of this provided service. For each contract provide:

- (1) A description of your contract or subcontract (government or commercial). Government contracts are defined as those of the Federal Government and agencies of state and local government.
- (2) Name of contracting activity/commercial firm.
- (3) Contact Number.
- (4) Contract Type (fixed price or cost reimbursable).
- (5) Total Contract Value.

(b) The features required above to be shown in the technical literature are necessary to determine the offeror's technical acceptance. If the offeror's preprinted literature does not show all these features, the offeror may attach a letter or supplemental information to the literature describing those required features. All literature and supplemental information shall be in US Customary System of Measurements and in the English language.

(c) The failure of technical literature to show that the product offered conforms to the requirements of this solicitation may require rejection of the offer.

52.214-4804 EVALUATION CRITERIA (OCT 1993)

Award will be made to the responsible offeror whose offer, conforming to the solicitation, will be most advantageous to the Government, considering price and price related factors.

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.228-4406 INSURANCE REQUIREMENTS (SEP 1998)

In accordance with Insurance--Work on a Government Installation clause, FAR Reference 52.228-5, incorporated herein, the following amounts of insurance are required:

TYPE	MINIMUM AMOUNTS
Workers' Compensation and Employer's Liability	\$100,000.00
General Liability, Bodily Injury Liability	\$500,000.00 per occurrence
Property Damage Liability	\$500,000.00 per occurrence for property damage
Automobile Liability	\$200,000.00 per person \$500,000.00 per occurrence for bodily injury \$ 20,000.00 per occurrence for property damage

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation notice must state:

"In the event that this policy is cancelled or any material change in the policy is made that would adversely affect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer."

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Directorate of Contracting
ATTN: AMSTA-AN-CT (Bldg 221)
Anniston Army Depot
7 Frankford Ave
Anniston, AL 36201-4199

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.237-4416 DEPARTMENT OF DEFENSE PREPAREDNESS TRAINING

This installation is subject to unannounced inspections and exercises that require practice evacuations of certain and/or all areas. Evacuation practices will be temporary in nature. Contractors will be required to participate in these practice evacuation exercises, as necessary, and the contract performance time will be extended to off-set the time lost because of the exercise. This clause should be taken into consideration during the preparation of bids/proposals since, other than appropriate time extensions, participation in such exercises will be at no additional cost to the Government.

52.237-4710 SITE INSPECTION ARRANGEMENTS

Offerors or quoters are urged and expected to inspect the site where the work will be performed.

An organized site visit is planned. Details are listed below. Individual requests for site visits on dates other than that specified below will not be granted.

Organized Site Visit Scheduled For: Date 11 January 2005 Time 1:30 p.m. local time

Offeror/quoters planning to attend the Site Visit must submit on company letterhead the following information for each person attending the site visit:

Company Name:
Name of Visitor:
Date of Birth:
Social Security Number:
Citizenship:
Date of Visit:
Person to be Visited:
Purpose of Visit:

Each visitor must present photo identification as described in Local Clause 52.0211-4401(a)(2) entitled "Local Rules and Regulations."

Send the above information to the attention of Beth Howard either by fax to 256 235-6353 or by email to howarde@anad.army.mil.

Point of contact for the Site Visit is Beth Howard at 256 235-4256 or Theresa Woodard at 256 235-4118.

Participants will meet at Building 221, Directorate of Contracting, Anniston Army Depot, Anniston, AL. Contact Beth Howard by 12:00 p.m. not later than 7 January 2005 if you plan to attend this site visit.

(End of provision) Revised June 2003

52.246-4001 PACKAGING (OCT 1993)

In accordance with ASTM Designation D 3951-90, Standard Practice for Commercial Packaging, material covered by this contract will be acceptable with supplier's "off-the-shelf" or "over-the-counter" packaging providing:

- (1) Cleanliness: Items shall be free of dirt and other contaminants which would contribute to deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (2) Preservation: Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (3) Cushioning: Items requiring protection from physical and mechanical damage or which are fragile in nature shall be protected by wrapping, cushioning, pack compartmentization, cartonizing, or other means to mitigate shock and vibration during handling and shipment.
- (4) The quantity per unit pack shall be the same as that used in commercial distribution or over-the-counter retail sales.
- (5) The individual items not unit-packed may either be packed in shipping containers or shall comply with the regulations of the carrier used.
- (6) The exterior (shipping) containers shall contain a packing list or other documentation setting forth contents and shall be addressed as specified in the "Ship To" portion of this order.
- (7) Shipping Containers: The shipping container (including any necessary blocking, bracing, cushioning, and waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination.

52.246-4002 MARKING

Unless otherwise specified, exterior packs shall, as a minimum, be marked as follows by any means that provides legibility and durability:

- a. National Stock Number (NSN), Management Control Number (MCN), or Part Number.
- b. Noun.
- c. Quantity, unit, and unit of issue.
- d. Contract, Purchase Order, or Delivery Order number.
- e. xx This is a Property Book Item.

If e. above is checked, add to marking on packing list. Receiving: Notify Property Book Office at Ext. 6270.

NOTE: When a discount is offered to the Government as consideration for expediting payment, request the face of the packing slip and invoice be annotated "DISCOUNT OFFERED."

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov>

<http://farsite.hill.af.mil>

<http://www.procnet.anad.army.mil>

(Local Links, Reference Library, 13=DFARS, 22=FAR)

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)

(a) Definitions. As used in this clause--

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Commonly accepted commercial marks means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

DoD unique item identification means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

Enterprise means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

Issuing agency code means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

Machine-readable means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

Registration (or controlling) authority means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Serial number within the enterprise identifier or unique serial number means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part number or serial number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part number means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

Unique item identification means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

Unique item identifier means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number

Item Description

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number or
Contract Data Requirements List Item Number .

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.*

(2) Unique identifier**, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Quantity shipped.*

(9) Unit of measure.*

(10) Government's unit acquisition cost.*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.*

(16) Acceptance code.

* Once per contract line, subline, or exhibit line item.

** Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.**

(4) Issuing agency code (if DoD unique item identifier is used).**

(5) Enterprise identifier (if DoD unique item identifier is used).**

(6) Original part number.**

(7) Serial number.**

(8) Unit of measure.

(9) Description.

** Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil.uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

XX 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

_XX__ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

_XX__ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (____ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

_XX__ 252.225-7021 Trade Agreements (JUN 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (JAN 2004) (____ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

____ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

_XX__ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

_XX__ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

_XX__ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

_XX__ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

_XX__ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) (____ Alternate III (May 2002).

_XX__ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Section 1.0

SCOPE:

The equipment repair consists of 5 overhead cab operated cranes of various makes; Bridge identification is Serial Numbers, 7061, 7066, 7065, 7064, and 14241. Bridge serial numbers are only for crane identification and not intended for part ordering for the cabs on bridge. Cab Serial Number may vary from bridge so all cabs must be verified before parts are ordered. The cranes are located at Anniston Army Depot in building 400. Extra effort must be made to ensure the correct parts are ordered for the configuration of the cranes being repaired. The cranes have been in CMAA class D, service since approximately 1951. The duty cycle and equipment requirements shall remain the same and no changes to capacity, speeds, or positioning are required. Although Whiting low-level cranes were originally manufactured to allow the trolleys to transfer from crane to crane, this function has been disabled and is not intended to be reused. The following scope of work is intended to provide the most cost efficient means of maintaining the serviceability. Codes, which will govern this scope of work, include OSHA 1910.179, CMAA spec # 70 & 74, ANSI B30.2, NFPA 70 NEC Article 610, TB-43-0142, and AWS 14.1.

Section 2.0

WORK DESCRIPTION

2.1 Work Schedule

Work shall be completed in a timely manner once started. Only one crane may be worked on at a time, and no crane shall be out of service longer than 30 consecutive calendar days.

2.1.1 Inspection

DESCRIPTION/SPECS./WORK STATEMENT continued

Contractor shall inspect the bridges, hoist systems, and electrical systems to determine the specific repair requirements and shall conduct the inspections in the presence of the Contracting Officer or the Contracting Officer's Representative within 30 calendar days after award. The contractor shall submit inspection findings, a list of proposed repair parts, and a proposed work schedule for review and approval by the Contracting Officer before any work can begin. This will allow the contractor to initiate purchases for long lead-time repair parts prior to the crane being removed from service. The contractor will furnish all labor and equipment to perform the inspection.

2.2 Work Method

Contractor shall remove the crane systems from ANAD for the repair work to be accomplished. The crane shall be kept under cover and protected from the elements at all times. The cranes will require a complete no-load and functional test be performed on all motions. The work that must be performed in Bldg. 400 (in place), access to the cranes is limited to nights between 1930 (7:30 PM) and 0700 (7:00 am) daily/or on weekends. (Work inside of building 400 will consist of the inspection, removal, installing and testing). If ANAD is working on the weekends, then the time allowed to work will be the same as weekdays (1930-0700). Floor space utilized during the crane work must be cleared prior to 0700. ANAD will make the high bay cranes available if the contractor wishes to remove the trolley and or any bridge components. Contractor must supply any necessary rigging, transportation equipment and provide ample personnel to operate the overhead cranes, rig the loads, and supervise the lifts. All preparations and lifts must be done within the work schedule outlined above, as if it were work in place.

2.3 Electrical (All electrical work must comply with OSHA 1910 and NEC)

2.3.1 Controls

The existing motor controls are typical five speed magnetic, stepped control utilizing wound rotor motors. Contractor is to manufacture new controls following the original wiring numbers. New control cabinets are to include all timers, transformers, and wiring devices necessary to operate each motion. Contactors and starters shall be Allen Bradley Bulletin 500/505 or equivalent. All transformers, timers, and protection devices (fuses, etc.) shall be commercially available.

DESCRIPTION/SPECS./WORK STATEMENT continued

All terminations to the control cabinets shall be via terminal strips. The exception shall be the motor leads, incoming power and secondary resistor leads, which can terminate directly to the control components. Accelerating contactors shall be wired in delta and sized per CMAA spec 70. All wires will be identified at both ends with permanent, machine printed labels, similar to Brady I.D. Pro WML series markers.

Cabinets shall be NEMA 12, single handles operated and sized appropriately. Presently, the hoist and trolley controls are housed in one cabinet located on the side of the cab. The bridge and interlock controls are housed in one cabinet located on the girder walkway.

2.3.2 Secondary Resistors

All motor secondary resistors and wiring are to be replaced. The hoist resistors shall be Class 172. Trolley and bridge resistors shall be class 171. Enclosures to be indoor screen ventilated. Resistor wiring shall be SRML high temperature wire. The existing hoist resistor banks are located on the trolley deck, above the operator cab. These resistors shall be relocated or guarded to remove the hazard of molten metal falling on the operator. Precautions must be made to keep all resistor banks protected for possible snagging from the cables of the overhead cranes.

2.3.3 Motors

All motors are to be removed and rebuilt, including rewind, dip and bake, new bearings, and the slip rings re-surfaced. Brushes shall be replaced.

2.3.4 Cab Controls

All operator's chair shall be replaced with the same design and function of chairs in crane 7062 and 7060 (not the subject of this contract). The masters shall be configured such that they are in the same operations as the existing chair (CSOE3R-.5, 5 STEP, J.R. MORRIT, or equal) (CSOV33RR-.5, 5 STEP, J.R. MORRIT, or equal). In addition, a horn button and Emergency Stop button shall be mounted in the left armrest. Crane 14241 shall have new more ergonomic controls with the cabs redesign to allow for operation from a chair with all controls on the arms of the chair. Cabs shall be designed to allow operator full view of the load in all positions from the control seat.

DESCRIPTION/SPECS./WORK STATEMENT continued

2.3.5 Modifications

The following modifications are to be incorporated into the electrical modernization:

1. Install a Gemco type rotary limit switch on the hoist drum with two contacts to provide both upper and lower end of travel protection. The upper limit switch shall be set such that the block stops three inches below the existing paddle limit switch. The lower limit shall be set such that the hook stops 1-2" off the floor.
2. The manual disconnect switch is to be relocated from the crane walkway to the cab in order to allow the operator direct access to the incoming power.
3. An S-beam using double trolleys side by side (not tier type festoon system) shall be installed on the outboard side of the "B" girder and the existing bare conductor bars removed. Provision must be made to limit the possibility of the high level cranes hoist cables for snagging the festoon and any related supports.

2.3.6 Miscellaneous

Several unilet fittings are missing covers (LB, LL, & LR) and shall be replaced or covers installed. All broken fittings or conduit attachments shall be repaired or replaced. All cranes shall have a horn on the bridge that sounds between 75-85 dBa and a strobe that is activated when the crane bridge moves.

2.4 Mechanical

2.4.1 Reducers

All hoists, bridge and trolley reducers shall be removed, disassembled and cleaned. New bearings and seals will be installed, the boxes reassembled and the manufacturer's recommended lubricant installed to levels indicated on the level plugs. The mechanical load brakes shall be inspected and replaced if deemed necessary by ANAD technical representative. All inspection cover gaskets, seam gaskets, felts and seals shall be checked upon initial start up to insure they are leak free.

DESCRIPTION/SPECS./WORK STATEMENT continued

2.4.2 Mounted Bearings

All pillow blocks and flange type bearings shall be purged and cleaned. All mounting and shaft fasteners shall be checked and verified tight. The drum tail bearings should be tightened to the shafts after verifying proper gear train alignment and mechanical load brake adjustment.

2.4.3 Wheels, Axles, And Bearings

Bridge wheel bearings shall be purged and cleaned. Seals shall be checked and split seals installed, if required. Trolley wheels, bearings, axels/spacers shall be replaced and adjusted to eliminate interference between the drive pinions and the girder flange.

2.4.4 Brakes

The bridge and hoist brake drums shall be replaced. The trolley brake shall be replaced with a new electrical braking system. The braking system shall be proportional and not just on/off. . Any leaks are to be repaired. All brakes are to be adjusted prior to initial start up. Torque specifications for all replaced brakes shall meet CMAA standards for stopping and holding. The mechanical load brake shall be inspected and replaced if deemed necessary by ANAD technical representative.

2.4.5 Couplings

The micarta driving studs shall be replaced in the trolley motor flex coupling. On cranes 7061, 7066, 7065, and 7064 the micarta driving studs shall be replaced in the hoist motor flex coupling and gearbox input coupling.

2.4.6 Blocks and Sheaves

The existing blocks (Plates, Bearing, Sheaves and Hook, ect.) shall be replaced with new blocks for all cranes.

2.4.7 Hoist Cable Drum

The hoist cable drum shall be replaced on all cranes.

DESCRIPTION/SPECS./WORK STATEMENT continued

2.5 Structural

Any structural damage shall be repaired, install fixed ladders, platforms where needed and catwalks where needed with standard guardrails and toe boards in all areas that require regular maintenance or inspection.

2.6 Coatings

All surfaces shall be degreased, cleaned and shall be primed and top coated with standard industrial safety yellow. A low VOC (volatile organic compound) industrial enamel coating system shall be used in any repairs. All plates shall be taped off and neat in appearance. All identifying stenciling shall be restenciled after painting.

Section 3.0

TESTING PROCEDURE

Testing shall be conducted in accordance with ASME B30.2a-1991, "Overhead and Gantry Cranes", sections 3-2.2.1 "Operational Tests" and 3-2.2.2 "Rated Load Test". The exception shall be section 3-2.2.2(b)(3), which requires transportation of the test load down each runway girder. The runway structure is not being modified or repaired and will not fall under the determining factor of "extensively repaired or altered". Contractor shall successfully perform test on each crane before work will be accepted by the Contracting officer

3-2.2.1 Operational Tests

Prior to acceptance by the contracting officer, cranes shall be tested by the contractor to insure compliance the following functions:

- a. Lifting and lowering;
- b. Trolley travel;
- c. Bridge travel;

DESCRIPTION/SPECS./WORK STATEMENT continued

d. Limit switches, The trip setting of hoist limit devices shall be determined by tests with an empty hook traveling in increasing speeds up to the maximum speed. The actuating mechanism of the upper limit device shall be located so that it will trip the device under all conditions, in sufficient time to prevent contact of the hook or load block with any part of the trolley or crane.

e. Locking, limiting, and indicating devices, if provided.

3-2.2.2 Rated Load Tests

a. Prior to acceptance by the Contracting Officer, Contractor shall test and inspect crane and shall provide the Contracting officer a written report, confirming the load rating of the crane. The load rating should be not more than 80% of the maximum load sustained during the test. Test loads shall not be more than 125% of the rated load, unless otherwise recommended by the manufacturer.

b. The rated load test shall consist of the following operations as a minimum requirement.

1. Hoist the test load approximately 3" off the floor, and hold for 30 seconds to assure that the load is supported by the crane and held by the hoist brake(s).
2. Transport the test load by means of the trolley for the full length of the bridge.
3. Transport the test load by means of the bridge for the full length of the runway in one direction with the trolley as close to the extreme right-hand end of the crane as practical, and in the other direction with the trolley as close to the extreme left-hand end of the crane as practical.
4. Lower the test load and stop and hold the load with the brake(s).

Section 4.0

SAFETY PROCEDURES

The contractor shall be aware that there are trace amounts of lead, cadmium, nickel, chromium and other heavy metals present in the dust and coatings on and around the crane. The contractor shall adhere to all OSHA standards with special attention to 29 CFR 1926.62 "Lead Construction Standards" and 29 CFR 1926.1127 "Cadmium Construction Standards". The contractor shall conform to all federal, OSHA standards applicable to work performed and safety practices and guidelines contained within this statement of work. Contractor clause

DESCRIPTION/SPECS./WORK STATEMENT continued

entitled Accident Prevention, Army Material Command Regulation ® 385-100, Safety and Occupational Health Regulation ANADR 385-1, Engineering Manual (EM) 385-1-1, 29 Code of Federal Regulations (CFR) 1926/1910, other related Department of Transportation Regulation (49 CFR), and all local policies shall be strictly adhered to.

The dust generation shall be minimized and all employees protected from potential air borne contaminants. All protection equipment and training required to meet OSHA standards will be the responsibility of the contractor. There shall be no compressed air used to remove the dust from the rail, girders, trolley frame or the surrounding area.

Section 5.0

SUBMITTALS

Within 60 calendar days after contract award, contractor shall provide:

- 1) Preliminary drawings, bill of materials and manufacturer's cut sheets on all electrical control components to be utilized in the new control cabinets. Cut sheets with data tables shall clearly indicate which style, model, and configuration will be utilized.
- 2) Material safety data sheets on any lubricants, solvents, adhesives, coatings or cleaners to be utilized on site.
- 3) A Gantt style work schedule with firm calendar dates based on the order date. Any long lead purchase items shall be identified and coordinated with ANAD COR.

Within 5 calendar days following completion of work and acceptance by customer, contractor shall provide:

DESCRIPTION/SPECS./WORK STATEMENT continued

- 1) New, as built drawings showing all new materials utilized supplied as three blue line drawings, one mylar or sepia reproducible drawing and one copy in AutoCad ".dwg" electronic format. All drawings shall incorporate a bill of material for all items shown on the drawing.
- 2) Three copies of the Operational and Acceptance test certificates.
- 3) Three bound Operational and Maintenance manuals for all components installed in the scope of work.
- 4) Documentation of the test performances.

SECTION C-DESCRIPTION/SPECS/WORK STATEMENT (Con't.)

NOTE 1: TECHNICAL DATA: Four copies of the following technical data shall be provided as specified on attached DD Form 1423 with the equipment: operator's manuals, maintenance manuals, calibration specifications/procedures, catalogs, and spare parts lists. Maintenance manuals shall include electrical, hydraulic, and pneumatic schematics, as applicable, parts lists, trouble-shooting procedures, preventive maintenance requirements, lubrication schedule, etc. Schematics shall show and identify all parts down to and including components on circuit boards. Catalogs shall fully describe all optional tooling, fixtures, and attachments available for the equipment being furnished. The recommended spare parts lists shall be complete with quantities required, prices, and normal delivery time for the items. In addition, any other technical data normally furnished with the equipment shall be provided. All technical data shall be furnished in the English language.

NOTE 2: INSTALLATION: This equipment is to be installed by the contractor and the contractor shall be responsible for all plant, labor, and materials required for a complete installation. Contractor shall be responsible for insuring that the installation is compatible with existing facilities. Unless otherwise approved by the Contracting Officer, installation shall be done per section 2.2. The area where the equipment is to be installed is in operation. The contractor shall not interfere with ongoing Government operations and production unless otherwise authorized by the Contracting Officer. Installation is to be complete and equipment operational within 200 calendar days after work begins.

The general requirements for installation are as follows:

ELECTRICAL: All electrical work shall comply with American National Standards Institute (ANSI) Publication C2 - National Electric Safety Code and With National Fire Prevention Association (NFPA) Publication No. 70 - National Electrical Code. All materials used in the installation shall conform to applicable National Electrical Manufacturers Association (NEMA) and Underwriters Laboratories (UL) listings. Workmanship shall be in accordance with standard commercial practice. Runs shall be installed perpendicular and parallel to existing facilities and the equipment being installed. When equipment is installed near existing power lines, equipment shall be located for proper clearances in accordance with ANSI C2. New equipment shall not be connected to Government power without prior approval of the Contracting Officer. No high voltage work will be accomplished without prior approval of the Contracting Officer. All connections to Government power and all high voltage work shall be performed in the presence of a qualified Government electrician.

SECTION C-DESCRIPTION/SPECS/WORK STATEMENT (Con't.)

PLUMBING: All plumbing work shall comply with National Association of Plumbing-Heating-Cooling Contractors/American Society of Plumbing Engineers (NAPHCC/ASPE) Publication - National Standard Plumbing Code. All materials used in the installation of the equipment shall conform to industry standards and shall be compatible with and shall meet the performance requirements of the equipment being installed. Workmanship shall be in accordance with standard commercial practice. Runs shall be installed perpendicular and parallel with existing facilities and the equipment being installed. Bypasses shall not be installed at steam reducing stations. All heating coils shall be trapped independently. Unless otherwise specified, steam and condensate piping shall be insulated with 1-1/2 inch thk. calcium silicate with aluminum cover for outside lines and 1-1/2 inch thk. fiberglass with all service jacket for interior lines unless subjected to water or vapor.

CONCRETE: Concrete used in the installation of the equipment shall be Class A and shall have a minimum allowable compressive strength at 28 days of 3,000 PSI unless otherwise specified. Samples for concrete strength tests shall be provided, stored, and tested as directed. Unless otherwise specified, the contractor shall be responsible for the design of all concrete work, including formwork and reinforcing. Ready-mixed concrete shall be used and must be delivered and discharged within 45 minutes after the introduction of water to the cement and aggregate. Placing of concrete shall conform to Chapter 4 of the American Concrete Institute Standard ACI 318. Workmanship shall be in accordance with standard commercial practice.

FOUNDATION HARDWARE: All foundation hardware is required, the foundation hardware shall be furnished and included in the total bid price.

COORDINATION OF TRADES: Coordination of trades installing the equipment shall be the responsibility of the contractor.

INSTRUCTIONS FOR INSTALLATION: Four copies of the instructions for installation shall be provided as specified on attached DD Form 1423. The government will use these INSTRUCTIONS to review utility and space requirements of the proposed equipment. Within 30 days after date of contract, contractor shall provide Anniston Army Depot all information necessary for installation of the machine. This installation manual is to include, but not be limited to, the following:

- a. Floor plan drawing of the machine and major machine components showing floor space required.

DESCRIPTION/SPECS./WORK STATEMENT continued

- b. Space required around the machine after installation for maintenance purposes.
- c. Foundation requirements, if any.
- d. Maximum overall length, width, and height dimensions.
- e. Approximate location of utility connections on the machine.
- f. All utility requirements including electrical, air, water, steam, drains, etc. Include amps, GPM, etc.
- g. Minimum doorway opening required to bring equipment into the building.
- h. Industrial waste disposal requirements, if any.
- i. Ventilation requirements, if any.
- j. Approximate weight of the equipment.

NOTE 3: UTILITIES: The Government will provide utilities within 20 feet of the equipment installation site. The capacities of the utilities (wire sizes, pipe sizes, etc.) will be based on information supplied by the contractor under INSTRUCTIONS FOR INSTALLATION noted above. What is provided by the government at the job site is limited to the following:

- a. Electrical: The Government will run electrical lines and tie into the contractor furnished and installed main disconnect. The Government will furnish only one voltage to the site.
- b. Plumbing: The Government will run pipe within 20 feet of the installation site. Nominal plant pressures supplied to the site will approximately be as follows:

Air	100 PSI
Water	75 PSI
Steam	100 PSI
- c. Drainage and waste: Unless otherwise specified in the contract solicitation, the contractor shall place drain lines and tie into existing sanitary, storm, or industrial waste lines as required.

NOTE 4: SITE VISIT: A site visit is recommended to insure that the proposed equipment will be compatible with existing facilities.

DESCRIPTION/SPECS./WORK STATEMENT continued

NOTE 5: SHIPPING, HANDLING, AND STORAGE: The contractor shall be responsible for all shipping, storage, and handling of the equipment and all materials. The Government shall not be responsible for furnishing any labor, equipment, or warehouse space for the loading, unloading, and storing of any materials. The Government will make available if possible, space for a contractor furnished trailer or van for the storage of the materials. Trailer space will be made available as close to the job site as possible, depending on the parts stored in that area. Should the contractor not wish to furnish a trailer for equipment storage, then the contractor shall coordinate with procurement, Contracting Officer, the date at which time the contractor may deliver his equipment to the building.

NOTE 6: TRAINING: After installation the contractor shall provide four iterations of 1 hour training for the operation and maintenance of the equipment. Training shall be given at Anniston Army Depot during normal depot working hours. Cost for training shall be included in the total bid cost. Training will be coordinated in advance with the KO and KOR

NOTE 7: CLEANUP: The contractor shall remove all debris, scrap material, trash, ect. from the job site daily. All trash shall be disposed of off-depot at a landfill or other proper facility and proof of proper disposal shall be submitted to the Contracting Officer. ANAD will provide an outdoor location for the cleanup of contaminated material if requested by the contractor. No equipment will be provided by the Government to perform any of the work performed by the contractor.

PERSONAL DATA QUESTIONNAIRE - (See AR 380-67 for use of this form; proponent is SIOAN-LE)

CONTRACTOR COMPANY NAME (Prime)						WORK PHONE	
SUBCONTRACTOR NAME			CONTRACT NUMBER			CONTRACT EXPIRES	
INDIVIDUAL'S NAME (First name, Middle name, Last name) ***** NO INITIALS *****						SSN	
OTHER NAMES USED (INCLUDE FORMER MARRIED NAMES)						TYPE BADGE/AREA:	
DATE OF BIRTH			PLACE OF BIRTH			CITIZENSHIP	
MONTH	DAY	YEAR	CITY	COUNTY	STATE		
<p>***NOTE*** IF YOU WERE BORN OUTSIDE OF THE UNITED STATES, YOU MUST FURNISH PROOF OF U.S. CITIZENSHIP UPON SUBMISSION OF THIS FORM TO THIS INSTALLATION. PROOF OF U.S. CITIZENSHIP MUST BE SUBMITTED <u>IN PERSON</u> BY THE INDIVIDUAL, ALONG WITH THIS FORM, TO THE OPERATIONS OFFICE, SECURITY MANAGEMENT DIVISION, DLES, LOCATED IN ROOM 10, BUILDING 53.</p>							
PHYSICAL DESCRIPTION			COLOR EYES	COLOR HAIR	HEIGHT	WEIGHT	SEX
							RACE
DRIVERS LICENSE NO.		STATE OF ISSUE		STATE IDENTIFICATION NO.		STATE OF ISSUE	
ADDRESSES FOR THE PAST FIVE (5) YEARS, INCLUDING PRESENT ADDRESS: (STREET, CITY, COUNTY, STATE)							
1.				4.			
2.				5.			
3.				6.			
<p>AUTHORITY: Internal Security Act of 1950 (50 USC 797); Executive Order 9397. PRINCIPAL PURPOSE: To document information necessary for selection, assignment or termination for persons desiring entry to all, or parts, of Anniston Army Depot or other military installations. ROUTINE USES: The information provided will be furnished to the Directorate of Law Enforcement and Security at Anniston Army Depot; to officials within the Department of Defense who have a need for it to perform official business; and to Federal, State, or local agencies that maintain civil, criminal, or law enforcement information. NATURE OF DISCLOSURE: Disclosure of the requested information is voluntary. Failure to provide the information, however, may result in being denied unescorted access to the installation.</p>							
LEGAL SIGNATURE OF INDIVIDUAL REQUESTING ACCESS:						DATE	
<p>***** CERTIFICATION *****</p> <p>I certify that the individual named above is, in fact, an employee of the company as listed above. I understand that a knowing and willful false statement can be punished by fine or imprisonment, or both. (U.S. Code, Title 18 USC 1001)</p>							
SIGNATURE OF AUTHORIZED PERSONNEL/REPRESENTATIVE						DATE	
DISAPPROVED		SIGNATURE OF DISAPPROVING OFFICIAL				DATE	
APPROVED				NO DRIVING PRIVILEGES			
_____ PHOTOGRAPHIC BADGE _____ NON-PHOTOGRAPHIC BADGE - NO ESCORT REQUIRED _____ NON-PHOTOGRAPHIC BADGE - ESCORT REQUIRED				Have individual report to the DLES-SM-O PRIOR to issuance of a badge.			
SIGNATURE OF APPROVING OFFICIAL:						DATE	

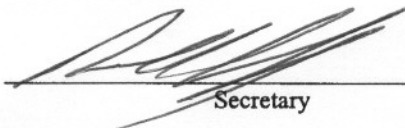
EVIDENCE OF AUTHORITY TO SIGN OFFERS

Reference the solicitation provision in Section I entitled "Signature Authority." Evidence of the authority of individuals signing offers to submit firm offers on behalf of the Offeror is required except for the owner in the case of sole proprietorships. When Contractor is a corporation, complete this certificate.

CERTIFICATE OF CORPORATE OFFICIAL/AGENT'S AUTHORITY TO BIND CORPORATION

I, Robert C. Single, Secretary of Dayton T. Brown, Inc.
_____, a corporation created and organized under the law of the State of
New York, do hereby certify that Ronald L. Harter is an official/agent
of said corporation and is empowered to represent, bind and execute contracts on behalf of said corporation,
subject to the following limitations: None
(if none, so state)

Witness my hand and the corporate seal of said corporation this 26 day of January, 2005.



Secretary

(CORPORATE SEAL)



EVIDENCE OF AUTHORITY TO SIGN OFFERS

(Continued)

When Contractor is a Partnership, Unincorporated Firm or a Corporation for which completion of the first statement would be impracticable, complete this certificate:

CERTIFICATE OF AUTHORITY TO BIND PARTNERSHIP

We, the undersigned, comprising the total membership of _____

_____, a partnership/unincorporated firm doing business at

_____.

do hereby certify that _____ is a _____

of said firm and is empowered to represent, bind, and execute contracts on behalf of said partnership/

unincorporated firm.

Witness our signatures, this _____ day of _____, 19____.

Members of Partnership/Unincorporated Firm:

**Contractor Request For Waiver
For Non-EPA Comprehensive Guideline Items¹**

Contract No. _____

This form is to be completed by the contractor when items subject to ANAD's Affirmative Procurement (AP) Policy are not purchased. This form is required for all contracts (including services using such items). **NOTE: The Contractor must obtain signature of the Contracting Officer indicating concurrence of the waiver.**

INSTRUCTIONS

1. List the EPA Guideline item(s)¹ not procured, check the appropriate justification(s), provide a written explanation, and sign and date the form.
2. Obtain Contracting Officer for waiver concurrence.
3. Submit the original approved form to the Directorate of Contracting and retain copy for Contractor files.
4. The Contracting Officer will provide a copy of the completed signed form to the Directorate of Risk Management Pollution Prevention Program Manager.

EPA Guideline item not purchased below [refer to EPA Guideline Items¹ list]:

Products containing recovered materials and meeting ANAD's AP standards for the above EPA Guideline Items¹ were not obtained because items:

- _____ Do not meet all reasonable performance specifications.
- _____ Are not available within a reasonable period of time.
- _____ Use of minimum content standards would result in inadequate competition.
- _____ Products containing recovered materials would require paying a price premium.

5. Written Justification For Not Purchasing EPA Guideline Items¹ (continue on back if necessary):

Contractor Signature

Date

6. CONCURRENCE _____ DATE _____
Contracting Officer

7. DATE SUBMITTED TO POLLUTION PREVENTION MANAGER _____

¹ - Also referred to as recovered material content items

EPA Guideline Items (Recovered Materials Content) List

Paper and Paper Products <ul style="list-style-type: none"> • Printing and writing paper • Newsprint • Commercial sanitary tissue products • Paperboard and packaging products • Miscellaneous papers 	Transportation Products <ul style="list-style-type: none"> • Channelizers • Delineators¹ • Flexible delineators • Parking stops • Traffic barricades • Traffic cones
Vehicular Products <ul style="list-style-type: none"> • Engine coolants • Re-refined lubricating oils • Retread tires Construction Products <ul style="list-style-type: none"> • Building insulation products • Laminated paperboard • Structural fiberboard • Floor tiles (heavy duty or commercial) • Patio blocks • Carpet • Cement and concrete containing fly ash • Cement and concrete containing ground granulated blast furnace slag • Shower and restroom dividers/partitions • Consolidated and reprocessed latex paint • Carpet cushion • Flowable fill • Railroad grade crossings/surfaces 	Landscaping Products <ul style="list-style-type: none"> • Garden and soaker hoses • Hydraulic mulch • Lawn and garden edging • Yard trimmings compost • Food waste compost • Landscaping timbers and posts (plastic lumber) Non-Paper Office Products <ul style="list-style-type: none"> • Binders (paper, plastic covered) • Office recycling containers • Office waste receptacles • Plastic desktop accessories • Plastic envelopes • Plastic trash bags • Printer ribbons • Toner cartridges • Binders (solid plastic) • Plastic clipboards • Plastic clip portfolios • Plastic file folders • Plastic presentation folders
Miscellaneous Products <ul style="list-style-type: none"> • Pallets • Sorbents • Awards and plaques • Industrial drums • Mats • Signage • Strapping and stretch wrap 	Park and Recreation Products <ul style="list-style-type: none"> • Plastic fencing (used for erosion control or as a safety barrier at construction sites) • Playground surfaces • Running tracks • Park and recreational furniture • Playground equipment

List reflect EPA's changes effective as of January 2001

Refer to EPA's Comprehensive Procurement Guideline website for recovered materials content levels - www.epa.gov/cpg.

**CONTRACTOR AFFIRMATIVE PROCUREMENT REPORT FORM FOR
ESTIMATION OF RECOVERED MATERIAL CONTENT LEVELS
FOR EPA DESIGNATED ITEMS
(PER EXECUTIVE ORDER 13101)**

CONTRACTOR: _____

CONTRACT/DO #: _____

BLDG # (if applicable): _____

PROJECT MANAGER: _____

INSTRUCTIONS

1. Use this form to document estimation of recovered material content levels per FAR provision 52.223-9, "Certification and Estimate of Percentage of Recovered Material for EPA Designated Items."
2. Complete the table below for those EPA Designated Items used in performance of work under this contract/delivery order that met or exceeded the minimum materials content levels (see 2nd column in table below). Provide the actual recovered material content (if different from 2nd column) and quantity for these items in the appropriate column, if available.
3. Mark each line with "N/A" for those item/s not used in the performance of this contract/delivery order.
4. Note any exemptions in 5th column for each item for which a Contractor Waiver Form was previously submitted.
5. Submit to the Contracting Officer at the completion of the contract.

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Rock Wool Insulation	75%			
Fiberglass Insulation	20-25%			
Cellulose loose fill/Spray-on Insulation	75%			
Perlite Composition Board Insulation	23%			
Plastic Rigid Foam Insulation	9%			
Plastic Foam In Place Insulation	5%			
Plastic Foam, Glass Fiber Reinforced Insulation	6%			
Phenolic Rigid Foam Insulation	5%			
Structural Fiber Board	80-100%			
Laminated Paper Board	100%			
Cement/Concrete (FLYASH)	See www.epa.gov/cpg			
High Fly Ash Flowable Fills	95%			
Low Fly Ash Content Flowable Fill	6-14%			
Carpet (PET)	25-100%			
Bonded polyurethane Carpet Cushion	15-50%			
Jute Carpet Cushion	40%			
Synthetic fibers Carpet Cushion	100%			
Rubber Carpet Cushion	60-90%			
Rubber Plastic Patio Blocks	90-100%			
Rubber or Plastic Floor Tile	90-100%			
Steel Restroom Divider/Partition	15%			
Plastic Restroom Divider/Partition	20-100%			

Attachment 6

RECYCLED OR RECOVERED PRODUCT	TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Concrete Railroad Crossing	15-20%			
Rubber Railroad Crossing	85-95%			
Steel Railroad Crossing	25-30% BOF/100%EAF2			
Traffic cones made from PVC, LDPE, crumb Rubber	50-100%			
Traffic Barricades (Type I and II only) made from HDPE, LDPE, PET, steel, fiberglass	100%			
Channelizers, Plastic	25-95%			
Channelizers, rubber base	100%			
Delineators, plastic	25-90%			
Delineators, rubber base	100%			
Delineators, steel base	25-50%			
Flexible plastic delineators	25-85%			
Parking Stops, Plastic or Rubber	100%			
Parking Stops, Concrete containing coal fly ash	20-40%			
Parking Stops, Concrete containing Ground-Granulated Blast Furnace Slag	25-70%			
Playground Surfaces, including rubber or plastic	90-100%			
Plastic Fencing for use to control snow, drifting Sand, or as a safety barrier	90-100%			
Running Tracks. Including rubber or plastic	90-100%			
Plastic Park benches and Picnic Tables	100%			
Plastic composite Park benches and Picnic Tables	100%			
Aluminum Park benches and Picnic Tables	25%			
Concrete Park benches and Picnic Tables	15-40%			
Steel Park benches and Picnic Tables	25-30% BOF/100%EAF			
Plastics Playground Equipment	100%			
Plastic Composites Playground Equipment	95-100%			
Steel Playground Equipment	25-30% BOF/100% EAF			
Aluminum Playground Equipment	25%			
Garden hose, rubber or plastic	60-65% post consumer materials			
Soaker hose, rubber or plastic	60-70% post consumer materials			
Lawn/garden edging, plastic or rubber	30-100%			
Paper-based hydraulic mulch	100%			
Wood-based hydraulic mulch	100%			
Compost Purchase or use compost made from yard trimmings, leaves, grass clippings, and food waste	100%			
HDPE lumber timbers and posts	75-100%			

Attachment 6

RECYCLED OR RECOVERED PRODUCT		TOTAL RECOVERED MATERIALS CONTENT (RMC)	ACTUAL RMC (%)	QUANTITY USED	EXEMPTION (1,2,3)
Mixed plastics/Sawdust lumber timbers and posts		100%			
HDPE/Fiberglass lumber timbers and posts		95%			
Other mixed resins lumber timbers and posts		95-100%			
Latex Paint; white, off-white or pastel colors		20%			
Latex Paint; gray, brown, earth-tones, other dark colors		50-99%			
Consolidated Latex Paint (when color and performance doesn't matter)		100%			
Plastic Non-road Signs		80-100%			
Aluminum Signs		25%			
Plastic Sign Posts and Supports		80-100%			
Steel Sign Posts and Supports		25-30% BOF/100%EAF			
Awards and Plaques	Glass	75-100			
	Wood	100%			
	Paper	40-100			
	Plastic and Plastic/ Wood Composite	50-100			

The following exemptions may apply to the non-procurement of recycled/recovered content materials:

1. The product is not available from a sufficient number of sources to maintain a sufficient level of competition (i. e., available from two or more sources) or is not available a reasonable price.
2. The product is not available within a reasonable period of time.
3. The product does not meet the performance standards in applicable specifications to fails to meet reasonable performance standards of the agency.

CERTIFICATION

I hereby certify the Statement of Work/Specifications for the requisition/procurement of all materials listed on this form comply with EPA standards for recycled/recovered materials content.

CONTRACTOR

DATE

Attachment 6

SURVEILLANCE PLAN

The objective of this plan is to monitor contract performance as outlined in the contract. This plan will also serve as a method for documenting incidents of faulty or non-conforming work, and for recommending action to the Contracting Officer.

1. Performance to be surveyed during Crane overhaul in building 400.
 - a. Visual inspection of equipment provided to determine compliance with the specification.
 - b. Witness all functional tests demonstrations and final system acceptance test.
 - c. Perform acceptance for the Government of equipment provided/services performed under this contract.
 - d. Ensure all documentation provided is in accordance with provisions in the contract.
 - e. Ensure training provided is in accordance with provisions in the contract.
2. Monitor the contractor's performance by performing, or causing to be performed, inspections necessary to verify that the contractor has corrected all deficiencies observed.
3. Maintain liaison and direct communications with the contractor. Notify the contractor of any deficiencies observed during surveillance and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or non-conforming work, delays, or problems.

CONTRACT DATA REQUIREMENTS LIST

Form Approved

OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY TDP <u>X</u> TM OTHER	
D. SYSTEM/ITEM Repair cranes in building		E. CONTRACT/PR NO.		F. CONTRACTOR	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Commercial off the shelf Operator			3. SUBTITLE	
4. AUTHORITY (Date Acquisition Document No.) DI-M-7024		5. CONTRACT REFERENCE SECTION C, NOTE 1		6. REQUIRING OFFICE SIOAN-DPE-MED	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1	12. DATE OF FIRST SUBMISSION WITH EQUIPMENT	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT CIRCULATION	a. ADDRESSEE	b. COPIES
				Draft	Final
					Reg Repro
16. REMARKS					4
				15. TOTAL →	

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Commercial off the shelf Maintenance manual			3. SUBTITLE	
4. AUTHORITY (Date Acquisition Document No.) DI-M-7024		5. CONTRACT REFERENCE SECTION C, NOTE 1		6. REQUIRING OFFICE SIOAN-DPE-MED	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY 1	12. DATE OF FIRST SUBMISSION WITH EQUIPMENT	14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT CIRCULATION	a. ADDRESSEE	b. COPIES
				Draft	Final
					Reg Repro
16. REMARKS					
				15. TOTAL →	

G. PREPARED BY KEN LEE	H. DATE 1 August, 2004	I. APPROVED BY	J. DATE
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17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE

DATA ITEM DESCRIPTION			<i>Form Approved</i> <i>OMB No. 0704-0188</i>	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704 0188), Washington, DC 20503.				
1. TITLE Commercial off the shelf manuals			2. IDENTIFICATION NUMBER DI-TMSS-80527	
3. DESCRIPTION / PURPOSE 3.1 Commercial off the shelf manuals contains operation, maintenance, parts lists, and other instructions applicable to equipment designed and manufactured for commercial use. 3.2 The Government uses cots manuals to support commercial equipment in a Government commercial or military environment.				
4. APPROVAL DATE (YYMMDD)	5. OFFICE OF PRIMARY RESPONSIBILITY (OPR)	6a. DTIC APPLICABLE	6b. GIDEP APPLICABLE	
7. APPLICATION / INTERRELATIONSHIP 7.1 This Data Item Description (DID) is applicable when existing COTS manuals are acquired in order to evaluate their acceptability for Government use. 7.2 COTS manuals are acceptable for Government use when they conform to applicable requirements of 3.1 and 3.2 of MIL-M-7298.				
8. APPROVAL LIMITATION		9a. APPLICABLE FORMS		9b. AMSC NUMBER
10. PREPARATION INSTRUCTIONS 10.1 Reference Documents. The applicable issue of the documents cited herein, including their approval dates and dates of any applicable amendments, notices and revisions, shall be as specified in the contract. 10.2 Format. The style and format of COTS manuals shall be in accordance with 3.1.1 of MIL-M7298 10.3 Content. The content of COTS manuals shall be in accordance with 3.2 of MIL-M-7298				
11. DISTRIBUTION STATEMENT				

Evaluation Plan

The Government will award a contract resulting from this solicitation to the responsible offer or whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- i) Past Performance
- ii) Technical Experience
- iii) Price

Evaluation Details.

Past Performance. The government will evaluate past performance on information provided in the Proposal prior contract performance and relevance of prior contract performance. Relevant experience must have been performed within the past 3 years. Past performance evaluation criteria are attached to this request for quote.

a. The government will conduct a performance risk evaluation based upon the past performance of offerors and proposed major subcontractors as it relates to the probability of successfully performing the solicitation requirements.

b. Offeror shall submit with proposal the information listed below for RELEVANT PASTPERFORMANCE ON FIVE (5) CONTRACTS performed within the past three (3) years prior to closing of this solicitation.

c. For each contract provide:

- 1. A description of your contract or subcontract (government or commercial). Government contracts are defined as those with the Federal Government and agencies of state and local governments.
- 2. Name of contracting activity/commercial firm.
- 3. Contact Number.
- 4. Contact type (fixed price or cost reimbursable).
- 5. Total Contract Value.

Technical Experience will be evaluated on the following:

Experience in overhaul of 30-ton or greater bridge cranes with span of 80 feet or greater.

0 days will be considered an neutral rating

1 day to 1 year will be considered a poor rating.

1 year to 3 years will be considered a good rating.

3+ years will be considered an excellent rating.

- 1. Removal and installation of 30-ton or greater bridge cranes with span of 80 feet or greater.

0 times will be considered a neutral rating.

1 to 5 times will be considered a poor rating.

5 to 10 times will be considered a good rating.

10+ times will be considered an excellent rating.

- 2. Complete electrical rewiring of 30-ton bridge cranes.

0 times will be considered a neutral rating.

1 to 5 times will be considered a poor rating.

5 to 10 times will be considered a good rating.
10+ times will be considered an excellent rating.

Past performance is slightly more important than past experience and past experience is slightly more important than price.

94-2002 AL,ANNISTON-GADSEN

WAGE DETERMINATION NO: 94-2002 REV (20) AREA: AL,ANNISTON-GADSEN

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2001

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
William W.Gross Director	Division of Wage Determinations
	Wage Determination No.: 1994-2002 Revision No.: 20 Date Of Revision: 08/05/2004

State: Alabama

Area: Alabama Counties of Calhoun, Cherokee, Clay, Cleburne, De Kalb, Etowah, Talladega

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.45
01012 - Accounting Clerk II	10.30
01013 - Accounting Clerk III	12.71
01014 - Accounting Clerk IV	15.02
01030 - Court Reporter	11.25
01050 - Dispatcher, Motor Vehicle	13.26
01060 - Document Preparation Clerk	9.47
01070 - Messenger (Courier)	8.51
01090 - Duplicating Machine Operator	9.47
01110 - Film/Tape Librarian	10.66
01115 - General Clerk I	8.66
01116 - General Clerk II	9.73
01117 - General Clerk III	11.31
01118 - General Clerk IV	12.14
01120 - Housing Referral Assistant	12.51
01131 - Key Entry Operator I	9.19
01132 - Key Entry Operator II	11.09
01191 - Order Clerk I	8.81
01192 - Order Clerk II	10.58
01261 - Personnel Assistant (Employment) I	10.01
01262 - Personnel Assistant (Employment) II	11.23
01263 - Personnel Assistant (Employment) III	12.57
01264 - Personnel Assistant (Employment) IV	14.01
01270 - Production Control Clerk	14.83
01290 - Rental Clerk	10.18
01300 - Scheduler, Maintenance	10.03
01311 - Secretary I	10.03
01312 - Secretary II	11.25
01313 - Secretary III	12.51
01314 - Secretary IV	13.90
01315 - Secretary V	15.39

ATTACHMENT #11

01320 - Service Order Dispatcher	14.16
01341 - Stenographer I	11.43
01342 - Stenographer II	11.67
01400 - Supply Technician	13.90
01420 - Survey Worker (Interviewer)	10.35
01460 - Switchboard Operator-Receptionist	8.64
01510 - Test Examiner	11.25
01520 - Test Proctor	11.25
01531 - Travel Clerk I	8.86
01532 - Travel Clerk II	9.44
01533 - Travel Clerk III	10.00
01611 - Word Processor I	9.17
01612 - Word Processor II	10.30
01613 - Word Processor III	11.52
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	10.51
03041 - Computer Operator I	11.87
03042 - Computer Operator II	13.68
03043 - Computer Operator III	16.53
03044 - Computer Operator IV	18.36
03045 - Computer Operator V	18.87
03071 - Computer Programmer I (1)	13.86
03072 - Computer Programmer II (1)	17.18
03073 - Computer Programmer III (1)	21.01
03074 - Computer Programmer IV (1)	25.42
03101 - Computer Systems Analyst I (1)	20.50
03102 - Computer Systems Analyst II (1)	24.78
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	10.79
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	14.63
05010 - Automotive Glass Installer	12.41
05040 - Automotive Worker	12.41
05070 - Electrician, Automotive	13.07
05100 - Mobile Equipment Servicer	11.02
05130 - Motor Equipment Metal Mechanic	13.76
05160 - Motor Equipment Metal Worker	12.41
05190 - Motor Vehicle Mechanic	13.76
05220 - Motor Vehicle Mechanic Helper	10.35
05250 - Motor Vehicle Upholstery Worker	12.41
05280 - Motor Vehicle Wrecker	12.41
05310 - Painter, Automotive	13.07
05340 - Radiator Repair Specialist	12.41
05370 - Tire Repairer	10.65
05400 - Transmission Repair Specialist	13.76
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.73
07010 - Baker	12.90
07041 - Cook I	11.46
07042 - Cook II	12.90
07070 - Dishwasher	8.73
07130 - Meat Cutter	12.90
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	13.00
09040 - Furniture Handler	9.94
09070 - Furniture Refinisher	13.81
09100 - Furniture Refinisher Helper	11.22
09110 - Furniture Repairer, Minor	12.52
09130 - Upholsterer	13.81

11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.73
11060 - Elevator Operator	8.73
11090 - Gardener	11.46
11121 - House Keeping Aid I	8.36
11122 - House Keeping Aid II	8.96
11150 - Janitor	8.73
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	8.37
11270 - Pest Controller	12.15
11300 - Refuse Collector	9.91
11330 - Tractor Operator	10.75
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12020 - Dental Assistant	11.02
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
12071 - Licensed Practical Nurse I	10.69
12072 - Licensed Practical Nurse II	12.03
12073 - Licensed Practical Nurse III	13.42
12100 - Medical Assistant	9.94
12130 - Medical Laboratory Technician	12.74
12160 - Medical Record Clerk	9.77
12190 - Medical Record Technician	13.54
12221 - Nursing Assistant I	7.89
12222 - Nursing Assistant II	8.87
12223 - Nursing Assistant III	9.68
12224 - Nursing Assistant IV	10.85
12250 - Pharmacy Technician	12.19
12280 - Phlebotomist	11.11
12311 - Registered Nurse I	16.97
12312 - Registered Nurse II	20.79
12313 - Registered Nurse II, Specialist	20.79
12314 - Registered Nurse III	25.12
12315 - Registered Nurse III, Anesthetist	25.12
12316 - Registered Nurse IV	30.11
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	18.35
13011 - Exhibits Specialist I	14.96
13012 - Exhibits Specialist II	18.54
13013 - Exhibits Specialist III	22.67
13041 - Illustrator I	14.81
13042 - Illustrator II	18.35
13043 - Illustrator III	22.45
13047 - Librarian	20.32
13050 - Library Technician	11.93
13071 - Photographer I	7.10
13072 - Photographer II	12.65
13073 - Photographer III	18.16
13074 - Photographer IV	20.88
13075 - Photographer V	25.26
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	7.13
15030 - Counter Attendant	7.13
15040 - Dry Cleaner	8.55
15070 - Finisher, Flatwork, Machine	7.13
15090 - Presser, Hand	7.13
15100 - Presser, Machine, Drycleaning	7.13
15130 - Presser, Machine, Shirts	7.13
15160 - Presser, Machine, Wearing Apparel, Laundry	7.13
15190 - Sewing Machine Operator	9.01

15220 - Tailor	9.48
15250 - Washer, Machine	7.59
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	14.30
19040 - Tool and Die Maker	16.84
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	14.26
21020 - Material Coordinator	14.83
21030 - Material Expediter	14.83
21040 - Material Handling Laborer	9.54
21050 - Order Filler	10.30
21071 - Forklift Operator	11.71
21080 - Production Line Worker (Food Processing)	11.76
21100 - Shipping/Receiving Clerk	11.32
21130 - Shipping Packer	11.32
21140 - Store Worker I	10.28
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.65
21210 - Tools and Parts Attendant	11.71
21400 - Warehouse Specialist	11.71
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	15.90
23040 - Aircraft Mechanic Helper	12.34
23050 - Aircraft Quality Control Inspector	18.63
23060 - Aircraft Servicer	13.77
23070 - Aircraft Worker	14.48
23100 - Appliance Mechanic	14.43
23120 - Bicycle Repairer	10.60
23125 - Cable Splicer	15.90
23130 - Carpenter, Maintenance	14.30
23140 - Carpet Layer	13.80
23160 - Electrician, Maintenance	15.04
23181 - Electronics Technician, Maintenance I	15.93
23182 - Electronics Technician, Maintenance II	18.55
23183 - Electronics Technician, Maintenance III	19.53
23260 - Fabric Worker	13.12
23290 - Fire Alarm System Mechanic	15.90
23310 - Fire Extinguisher Repairer	12.44
23340 - Fuel Distribution System Mechanic	18.84
23370 - General Maintenance Worker	13.90
23400 - Heating, Refrigeration and Air Conditioning Mechanic	13.68
23430 - Heavy Equipment Mechanic	16.56
23440 - Heavy Equipment Operator	13.32
23460 - Instrument Mechanic	16.56
23470 - Laborer	9.54
23500 - Locksmith	14.48
23530 - Machinery Maintenance Mechanic	15.07
23550 - Machinist, Maintenance	13.90
23580 - Maintenance Trades Helper	10.29
23640 - Millwright	15.53
23700 - Office Appliance Repairer	14.48
23740 - Painter, Aircraft	16.30
23760 - Painter, Maintenance	14.30
23790 - Pipefitter, Maintenance	16.34
23800 - Plumber, Maintenance	15.54
23820 - Pneudraulic Systems Mechanic	15.90
23850 - Rigger	15.90
23870 - Scale Mechanic	13.80
23890 - Sheet-Metal Worker, Maintenance	14.15
23910 - Small Engine Mechanic	12.34
23930 - Telecommunication Mechanic I	17.39

23931 - Telecommunication Mechanic II	18.27
23950 - Telephone Lineman	16.48
23960 - Welder, Combination, Maintenance	13.86
23965 - Well Driller	15.90
23970 - Woodcraft Worker	15.90
23980 - Woodworker	11.87
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.87
24580 - Child Care Center Clerk	11.05
24600 - Chore Aid	8.37
24630 - Homemaker	12.29
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	16.56
25040 - Sewage Plant Operator	16.82
25070 - Stationary Engineer	16.56
25190 - Ventilation Equipment Tender	12.24
25210 - Water Treatment Plant Operator	16.82
27000 - Protective Service Occupations	
(not set) - Police Officer	14.75
27004 - Alarm Monitor	11.24
27006 - Corrections Officer	14.18
27010 - Court Security Officer	14.18
27040 - Detention Officer	14.18
27070 - Firefighter	14.54
27101 - Guard I	9.81
27102 - Guard II	10.70
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	15.93
28020 - Hatch Tender	15.93
28030 - Line Handler	15.93
28040 - Stevedore I	14.25
28050 - Stevedore II	16.87
29000 - Technical Occupations	
21150 - Graphic Artist	19.09
29010 - Air Traffic Control Specialist, Center (2)	29.93
29011 - Air Traffic Control Specialist, Station (2)	20.63
29012 - Air Traffic Control Specialist, Terminal (2)	22.72
29023 - Archeological Technician I	12.15
29024 - Archeological Technician II	13.25
29025 - Archeological Technician III	16.43
29030 - Cartographic Technician	18.12
29035 - Computer Based Training (CBT) Specialist/ Instructor	19.63
29040 - Civil Engineering Technician	16.51
29061 - Drafter I	11.53
29062 - Drafter II	12.95
29063 - Drafter III	14.71
29064 - Drafter IV	18.12
29081 - Engineering Technician I	11.67
29082 - Engineering Technician II	13.10
29083 - Engineering Technician III	14.66
29084 - Engineering Technician IV	18.16
29085 - Engineering Technician V	22.21
29086 - Engineering Technician VI	26.87
29090 - Environmental Technician	16.72
29100 - Flight Simulator/Instructor (Pilot)	25.48
29160 - Instructor	18.90
29210 - Laboratory Technician	16.58
29240 - Mathematical Technician	18.12
29361 - Paralegal/Legal Assistant I	13.05
29362 - Paralegal/Legal Assistant II	16.15

29363 - Paralegal/Legal Assistant III	19.77
29364 - Paralegal/Legal Assistant IV	21.73
29390 - Photooptics Technician	18.12
29480 - Technical Writer	20.23
29491 - Unexploded Ordnance (UXO) Technician I	19.02
29492 - Unexploded Ordnance (UXO) Technician II	23.01
29493 - Unexploded Ordnance (UXO) Technician III	27.58
29494 - Unexploded (UXO) Safety Escort	19.02
29495 - Unexploded (UXO) Sweep Personnel	19.02
29620 - Weather Observer, Senior (3)	15.55
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	13.99
29622 - Weather Observer, Upper Air (3)	13.99
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.27
31260 - Parking and Lot Attendant	10.56
31290 - Shuttle Bus Driver	13.55
31300 - Taxi Driver	12.82
31361 - Truckdriver, Light Truck	13.55
31362 - Truckdriver, Medium Truck	14.36
31363 - Truckdriver, Heavy Truck	15.88
31364 - Truckdriver, Tractor-Trailer	15.88
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.05
99030 - Cashier	7.25
99041 - Carnival Equipment Operator	10.75
99042 - Carnival Equipment Repairer	11.46
99043 - Carnival Worker	8.73
99050 - Desk Clerk	8.87
99095 - Embalmer	17.93
99300 - Lifeguard	9.99
99310 - Mortician	17.93
99350 - Park Attendant (Aide)	12.55
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.99
99500 - Recreation Specialist	12.29
99510 - Recycling Worker	12.21
99610 - Sales Clerk	9.83
99620 - School Crossing Guard (Crosswalk Attendant)	10.56
99630 - Sport Official	9.99
99658 - Survey Party Chief (Chief of Party)	13.98
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.55
99660 - Surveying Aide	9.15
99690 - Swimming Pool Operator	15.61
99720 - Vending Machine Attendant	13.01
99730 - Vending Machine Repairer	15.61
99740 - Vending Machine Repairer Helper	13.01

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the

performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** NOTES APPLYING TO THIS WAGE DETERMINATION **

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.